



DOCKET FILE COPY ORIGINAL

City of Baker School System

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RECEIVED & INSPECTED

NOV 22 2005

FCC - MAILROOM

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Vice President
District 5

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District 3

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Freudenberger
District 4

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Superintendent

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Director, Instruction

Keith Johnson
Director, Support

Henry Belin, III
Child Nutrition

Loretta Davis
School Nurse

Alfred Douglas
Special Education

Vacant
Secondary

Sheila Lambert
Human Resources

Vacant
Transportation

Barbara Parker
Federal Programs

Allen Spears
School Relations

Vacant
Technology

Iris Walker
Elementary

Brenda Williams
Business Manager

CC Docket No. 02-6

From: Wayne Dyer, Jr.
City of Baker School System
Re: Request for Review

I am submitting this letter and all enclosed documents as a request to have the denial of my form 471 reviewed (483704). I have spoken with several representatives from SLD and I have received a rather disturbing reason for the denial decision I received. The first concern I have is with PIA, and the initial review process. I do believe that my issues could have been resolved if I had been informed of any errors or confusing items before I received my denial letter. I was told that my 471 was denied because I did not post a new form 470. The services I was requesting were for a 471 for the previous year also covered under the prior year's contract. According to the rules, I should not have to post a new form 470. All of my documents (including item 21 attachments) referenced the previous year's form 471 (422855).

I was also informed that my contracts were not valid (after I received my denial letter). The only contracts that we had on file were the ones I copied and submitted as item 21 attachments. I now have copies of the original service agreements signed and dated by both parties. These contracts could have been submitted had I been notified that the one that were submitted originally were invalid. I do realize that this information is available in other areas, but I had used everything that was used prior to my taking over the E-rate Program for our district.

Due to the hurricanes that struck the New Orleans area, we have received an influx of students. SLD has allowed us to resubmit our application for the 2005-2006 school year. I will be submitting our application for services under the amended rules for all areas affected by the hurricanes. The reason for this letter and appeal is to gain clarity as to why I was misinformed/not informed about minor errors that could have been corrected prior to the denial letter and to show my administration that there were mistakes made that were not totally my fault. Losing funding for the items we lost has caused some individuals to question my ability to do my job. I need to assure my administration that I am completely capable of doing my job, and even though I made some minor mistakes, these were issues that should have been corrected during the review process.

Thank You,

Wayne Dyer, Jr.

Enclosure
List A B C D E

Enclosed with this letter are the signed agreements from Bellsouth Communications and Cox Communications. Bellsouth provides our WAN access and Cox Provides our Internet access.

If there are any questions or concerns, please feel free to contact me. My contact information is listed below:

(O) 225 778 2480

(C) 225 223 5017

email – Wdyer@bakerschools.org

COX Business Services

Commercial Services Agreement

Customer Account Number:	System Address:
Federal Tax ID Number:	5428 Florida Blvd
Contract Number: 499	Baton Rouge, LA 70806

Customer Information	Authorized Customer Representative Information
Legal Entity Name: City of Baker School Board	Name: Alan Spears
Service Street Address: 3053 Ray Welland Dr.	Business Phone Number: 225-774-5795
City/State/Zip: Baton Rouge, Louisiana 70714	Business Fax Number: 225-774-5759
Requested Service Dates: 4/01/02	Additional Contact Number (optional):
Billing Street Address (if different from service address):	E-mail Address (optional):
Street Address:	
City/State/Zip:	

Cox shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

(Customer Initials) *JS*

Service Description	Quantity	Term	Total Service Charges	
			Monthly Recurring / Access Charge	Non Recurring / One-time Activation and Set-up Fees
Cox Business Internet 256 / 256	1	36 month	\$50.00	\$249.00

Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment
Cable Modem	1	\$99.00	\$0.00	\$99.00

Internet Services

(Customer Initials) *JS*

POP Mail Boxes	Domain Name Registration
1. www.bakermail.com	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.

Video

(Customer Initials)

Set Top Box	Converter:
	Remote:
	Remote:

Special Conditions

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Customer understands that telephone services selected above are provided by Cox Louisiana Telecom, LLC, and that such services are generally subject to rates, terms and conditions contained in tariffs on file with, or with, the regulatory commissions of the Louisiana Public Service Commission and/or the Federal Communications Commission, and that such regulations may change from time to time. If Customer subscribes to or uses State-to-State and/or International telecommunications services, such services shall be provided pursuant to the Cox Customer Service Agreement which may be found at our web site at www.cox.com/telephone/customerserviceagreement.asp. All services are subject to the terms and conditions on Pages 2 & 3 attached hereto. In-gate, Data, Web Hosting and/or Web Conferencing, CoxMail(sm) E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies and Customer acknowledges receipt of these by signing below. The undersigned authorizes Cox to check credit and this Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges.

Customer - Authorized Signature: *Alan Spears*
Title: *City of Baker School Board*

Date: *Nov. 6, 2002*

Cox Communications Company, Inc., Cox Communications Baton Rouge 1, Inc.

Cox Communications Company, Inc., Cox Louisiana Telecom, LLC

By: *[Signature]*
Title: *[Signature]*

Date: *11/14/02*

CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number LA03-1767-00

Option 1 of 1

Offer Expiration: This offer shall expire on: 6/4/03.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for connectivity to intraLATA Frame Relay service.

This Agreement provides for a thirty-six (36) month minimum service period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

City of Baker School Board

By: 
Authorized Signature

Printed Name: E. Lester Klotz

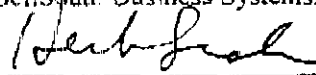
Title: Superintendent

Date: 5/21/03

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: 
Authorized Signature

Printed Name: Herb Seals

Title: Sales mgr

Date: 6/25/03

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Customer Initials EJK

Date 5-21-03